

STATE OF ARIZONA



Office of the
CORPORATION COMMISSION

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

I, BRIAN C. MCNEILL, EXECUTIVE SECRETARY OF THE ARIZONA CORPORATION COMMISSION, DO HEREBY CERTIFY THAT THE RECORDS IN THIS OFFICE SHOW THAT, XOMA CORPORATION A DELAWARE CORPORATION (NO RECORD) MERGED WITH XOMA ARIZONA, INC. AN ARIZONA CORPORATION ON THE 29TH DAY OF DECEMBER, 1998 AND ON THE SAME DATE CHANGED ITS NAME TO XOMA CORPORATION AND, CHANGED ITS DOMICILE TO BERMUDA.

I FURTHER CERTIFY THAT XOMA CORPORATION CHANGED ITS NAME TO XOMA LTD., A BERMUDA CORPORATION AUTHORIZED TO DO BUSINESS IN THE STATE OF ARIZONA THE SURVIVOR AS PROVIDED BY

IN WITNESS WHEREOF, I have hereunto
 set my hand and affixed the official
 seal of the Arizona Corporation
 Commission. Done at Phoenix, the
 Capital, this

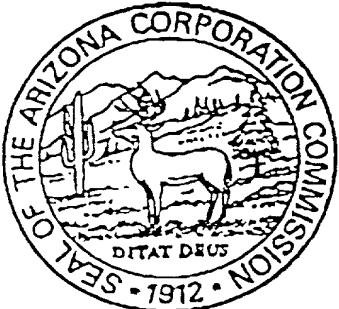
20TH day of DECEMBER

19 99, A.D.

A handwritten signature of Brian C. McNeill in black ink.

EXECUTIVE SECRETARY

BY Anna Castillo





BERMUDA

CERTIFICATE OF CONTINUANCE

I hereby in accordance with section 132C(4)(d) of the *Companies Act 1981* issue this Certificate of Continuance and do certify that on the 31st day of December, 1998

XOMA Ltd.

was registered by me in the Register maintained by me under the provisions of the said section and that the status of the said company is that of an exempted company.

Given under my hand and the Seal of the REGISTRAR OF COMPANIES this 14th day of January, 1999.


for Registrar of Companies



BERMUDA
THE COMPANIES ACT 1981

MEMORANDUM OF CONTINUANCE OF
COMPANY LIMITED BY SHARES
(Section 132C(2))

MEMORANDUM OF CONTINUANCE
OF
XOMA Ltd.
(hereinafter referred to as the "Company")

1. The liability of the members of the Company is limited to the amount (if any) for the time being unpaid on the shares respectively held by them.
2. The Company is an exempted company as defined by the Companies Act 1981.
3. The authorised share capital of the Company is US\$85,000 divided into 70,000,000 Common Shares of par value US\$.0005 each and 1,000,000 Preference Shares of par value US\$.05 each. The minimum subscribed share capital of the Company is US\$12,000.
4. The Company shall not have power to hold land situated in Bermuda.
5. Details of Incorporation:

The Company was incorporated under the name "XOMA Arizona, Inc." in the State of Arizona, U.S.A. on November 10, 1998, as a wholly owned subsidiary of Xoma Corporation, a corporation which was incorporated in the State of Delaware, U.S.A. on February 24, 1981. On December 29, 1998, Xoma Corporation merged with and into the Company, which thereby changed its name to "XOMA Corporation".

6. The objects of the Company from the date of continuance are
 - (i) to create, develop or otherwise acquire and to hold, sell, dispose of, manage, license and otherwise deal in and/or with products and processes of all kinds whatsoever;

(i) to create, develop or otherwise acquire and to hold, sell, dispose of, manage, license and otherwise deal in and/or with patents, patent applications, know how, trade secrets, trade names, trademarks and trademark applications, service marks and service mark applications, copyrights and copyright applications, computer software, tangible and intangible personal property and forms of intellectual property of all kinds whatsoever;

(ii) to develop, operate, advise or act as technical consultants with respect to life sciences, pharmaceutical products and processes or intellectual property of all kinds whatsoever; and

(iii) packaging of goods of all kinds;

(iv) buying, selling and dealing in goods of all kinds;

(v) designing and manufacturing of goods of all kinds;

(vi) mining and quarrying and exploration for metals, minerals, fossil fuels and precious stones of all kinds and their preparation for sale or use;

(vii) exploring for, the drilling for, the moving, transporting and re-finishing petroleum and hydro carbon products including oil and oil products;

(viii) scientific research including the improvement, discovery and development of processes, inventions, patents and designs and the construction, maintenance and operation of laboratories and research centres;

(ix) land, sea and air undertakings including the land, ship and air carriage of passengers, mails and goods of all kinds;

(x) ships and aircraft owners, managers, operators, agents, builders and repairers;

(xi) acquiring, owning, selling, chartering, repairing or dealing in ships and aircraft;

(xii) travel agents, freight contractors and forwarding agents;

(xiii) dock owners, wharfingers, warehousemen;

(xiv) ship chandlers and dealing in rope, canvas oil and ship stores of all kinds;

(xv) all forms of engineering;

(xvi) farmers, livestock breeders and keepers, graziers, butchers, tanners and processors of and dealers in all kinds of live and dead stock, wool, hides, tallow, grain, vegetables and other produce;

(xviii) acquiring by purchase or otherwise and holding as an investment inventions, patents, trade marks, trade names, trade secrets, designs and the like;

(xix) buying, selling, hiring, letting and dealing in conveyances of any sort; and

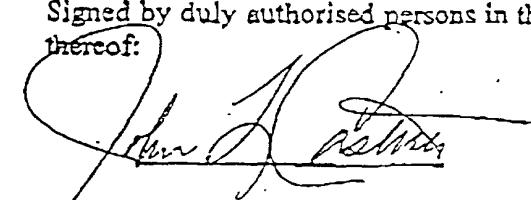
(xx) employing, providing, hiring out and acting as agent for artists, actors, entertainers of all sorts, authors, composers, producers, engineers and experts or specialists of any kind.

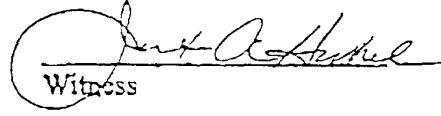
(xxi) to acquire by purchase or otherwise hold, sell, dispose of and deal in real property situated outside Bermuda and in personal property of all kinds wheresoever situated.

(xxii) to enter into any guarantee, contract of indemnity or suretyship and to assure, support or secure with or without consideration or benefit the performance of any obligations of any person or persons and to guarantee the fidelity of individuals filling or about to fill situations of trust or confidence.

7. From the date of continuance the Company shall, pursuant to Section 42 of The Companies Act 1981, have the power to issue preference shares which are, at the option of the holder, liable to be redeemed.

Signed by duly authorised persons in the presence of at least one witness attesting the signature thereof:



Witness

Witness

Dated this 29th day of December, 1998

ASSIGNMENT

WHEREAS, XOMA Ltd., a company organized and existing under the laws of Bermuda (hereinafter "ASSIGNOR"), and having a registered office at Clarendon House, 2 Church Street, Hamilton HM11, Bermuda, is the owner of the entire right, title and interest in the inventions or improvements disclosed in the patents and patent applications set out in Schedule A, and an undivided one-half interest in the inventions or improvements disclosed in the patents and patent applications set out in Schedule B.

WHEREAS, XOMA Technology Ltd., a company organized and existing under the laws of Bermuda (hereinafter "ASSIGNEE"), and having a registered office at Clarendon House, 2 Church Street, Hamilton HM11, Bermuda, desires to acquire ASSIGNOR's entire ownership interest as described above, in accordance with the Exchange Agreement duly entered into between ASSIGNOR and ASSIGNEE as of May 31, 1999;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of the covenants of said Exchange Agreement, and of other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR does hereby assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, ASSIGNOR's entire right, title and interest in and throughout the United States of America (U.S.), its territories and all foreign countries, including the right to sue for and collect for all past, present and future damages and infringement, in and to said inventions and improvements as described in said patents and patent applications, together with ASSIGNOR's entire right, title and interest in and to said patents and patent applications, and such patents as may issue thereon or claim priority under U.S. or international convention; said inventions, improvements, patents and patent applications to be held and enjoyed by said ASSIGNEE for its own use and behalf, and for its successors, assigns and legal representatives, to the full end of the term for which said patents may be granted as fully and entirely as the same would have been held by ASSIGNOR had this assignment and sale not been made; and ASSIGNOR hereby conveys all of ASSIGNOR's rights arising under or pursuant to any and all U.S. or international agreements, treaties or laws relating to the protection of industrial property obtained by filing any such applications for patents. ASSIGNOR hereby acknowledges that this assignment, being of ASSIGNOR's entire right, title and interest in and to said inventions and improvements, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all patents by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all patents to ASSIGNEE for its own name as assignee of ASSIGNOR's entire right, title and interest therein.

AND, ASSIGNOR hereby further agrees for itself and its successors, assigns and legal representatives to execute upon request any other lawful documents and likewise to

perform any other lawful acts which may be deemed necessary to secure fully the aforesaid rights to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including: the execution of applications for patents in the U.S. and in foreign countries; the execution of substitution, reissue, divisional or continuing applications; and preliminary or other statements or the giving of testimony in any interference or other proceeding in which said inventions and improvements or any application or patent directed thereto may be involved; and ASSIGNOR further hereby authorizes ASSIGNEE or its attorneys or agents to insert any correct serial number and filing date into this assignment, if appropriate.

AND, ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States and the appropriate officers who have been vested with similar authority in all countries of the world to issue such patents as shall be granted upon said patent applications or other patent applications based thereon to said ASSIGNEE, its successors, assigns and legal representatives.

ASSIGNOR hereby represents that ASSIGNOR has full right and authority to convey the entire interest herein assigned, and that ASSIGNOR has not executed, and will not execute, any agreement in conflict therewith.

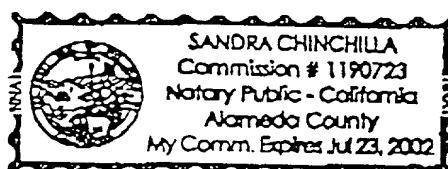
IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and set our hands and affixed our seals the dates set forth below.

XOMA Ltd.

By: John L. CastelloName: John L. CastelloTitle: Chairman of the Board,President andChief Executive Officer

STATE OF California)
 COUNTY OF Alameda) ss

Subscribed and sworn to before me, by the above-named John L. Castello
 this 22nd day of October, 1999.



Sandra Chinchilla
 Notary Public, Sandra Chinchilla
 My Commission Expires: July 23, 2002

NOMA LEGAL

NOMA Technology Ltd

By: G. James Reynolds

Name: G. James Reynolds

Title: Director

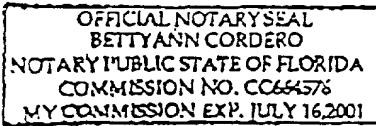
STATE OF Florida
COUNTY OF Broward ss

Subscribed and sworn to before me, by the above-named G. James Reynolds
this 6th day of December 1999

Bettyann Cordero

Notary Public

My Commission Expires: 7/16/2001



Patent Rights

1) Title: Therapeutic Uses of BPI Protein Products for Human Meningococcmia

Inventors: Giroir, Scannon

Based on PCT/US97/08016 [WO 97/42966] which corresponds to U.S. Application No. 08/644,287 filed May 10, 1996.

| <u>Country</u> | <u>Application No.</u> | <u>Status / Patent No.</u> |
|----------------|------------------------|----------------------------|
| EPO | 97924679.0 | Pending |